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5 Attorney for Defendants  
 GERALD ARMSTRONG and THE  
 6 GERALD ARMSTRONG CORPORATION

**FILED**

**AUG 12 1994**

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**AUG 12 1994**

**HUB LAW OFFICES**

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 9 FOR THE COUNTY OF MARIN

10	CHURCH OF SCIENTOLOGY INTERNATIONAL, )	No. 157 680
11	a California not-for-profit )	
	religious corporation, )	
12		<b>SEPARATE STATEMENT OF</b>
	Plaintiff, )	<b>UNDISPUTED MATERIAL</b>
13		<b>FACTS IN SUPPORT OF</b>
	vs. )	<b>DEFENDANT ARMSTRONG'S</b>
14		<b>MOTION FOR SUMMARY</b>
	GERALD ARMSTRONG; MICHAEL WALTON; )	<b>JUDGMENT</b>
15	THE GERALD ARMSTRONG CORPORATION )	
	a California for-profit )	
16	corporation; DOES 1 through 100, )	
	inclusive, )	
17		Date: September 9, 1994
	Defendants. )	Time: 9:00 a.m.
18		Dept: One
		Trial Date: 9/29/94

19 Defendant Gerald Armstrong submits the following undisputed  
 20 material facts with reference to supporting evidence pursuant to  
 21 Code of Civil Procedure section 437c (b). By reason of these  
 22 facts, every essential element of defendant's defense to  
 23 plaintiff's case pursuant to the First Amendment is established.  
 24 Defendant is entitled to judgment as a matter of law.  
 25  
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 28

UNDISPUTED FACT

EVIDENTIARY SUPPORT

ISSUE NO. 1: In its first, second and third causes of action for fraudulent conveyance and conspiracy to anegege in the same, Scientology is unable to prove the element that when Armstrong divested himself of his assets he was rendered insolvent.

1. In its verified complaint CSI alleges that Armstrong entered a settlement contract in 1986 which contained certain "confidentiality provisions" and "liquidated damages" provisions.

Request for Judicial Notice, Verified Complaint to Set Aside Fraudulent Transfers and for Damages; Conspiracy ("Complaint"), Exh. A at ¶ 1, p.2:11-19.

2. The complaint alleges that in February 1990 "Armstrong began to take a series of actions which directly violated the provisions of the Agreement" and, in order to protect himself against the liquidated damages provisions, without consideration he fraudulently conveyed all of his real and personal property to co-defendant Walton, The Gerald Armstrong Corporation and Doe

Request for Judicial Notice, Complaint, Exh. A at ¶ 2, p. 2:20-27.

1 defendants.

2

3 3. The first cause of action  
4 contends that Armstrong was an  
5 owner of real property  
6 situated at 707 Fawn Drive,  
7 San Anselmo and that on August  
8 24, 1990 Armstrong's transfer  
9 of the property was made with  
10 the actual intent to hinder,  
11 delay or defraud its  
12 collection of damages.

Request for Judicial Notice,  
Complaint, Exh. A at ¶ 29, p.  
9:9-12.

13

14 4. CSI alleges that at the  
15 time he made such transfer  
16 Armstrong intended in the  
17 future to engage in conduct  
18 breaching the contract, that  
19 he would become subject to  
20 damages in consequence of said  
21 breaches, "and for which he  
22 would have rendered himself  
23 judgment-proof."

Request for Judicial Notice,  
Complaint, Exh. A at ¶30,  
p.9:13-18.

24

25 5. The complaint alleges  
26 that Armstrong did not receive  
27 reasonably equivalent value in  
28 exchange for the transfer of

Request for Judicial Notice,  
Complaint, Exh. A at ¶31, p.  
9:24-26.

1 his interest in the real  
2 property.

3  
4 6. The second cause of  
5 action contends that Armstrong  
6 transferred \$41,500.00 in cash  
7 and \$1,000,000 in stock in The  
8 Gerald Armstrong Corporation  
9 with the intend to defraud CSI  
10 and without receiving  
11 reasonably equivalent value in  
12 exchange for his transfer of  
13 said assets.

Request for Judicial Notice,  
Complaint, Ex. A at ¶¶ 34-39,  
p.10:18 - 11:2

14  
15 7. After Armstrong divested  
16 himself of his assets he was  
17 not insolvent because his  
18 debts did not exceed his  
19 assets.

Evidence, Exh. 1, Declaration  
of Gerald Armstrong at ¶ 7, p.  
6:19-21.

1 ISSUE NO. 2: Scientology is unable to prove the first, second  
2 and third causes of action because it is constitutionally prohibited  
3 from litigating the truth or validity of Armstrong's protected  
4 religious belief that God directed him to divest himself of his  
5 material possessions.

6  
7 8. Gerald Armstrong Evidence, Exh. 1(A),  
8 ("Armstrong") is a religious Declaration of Nancy Rodes;  
9 figure. Exh. 1(B), Certificate of  
10 Saint.

11  
12 9. In 1986 Armstrong founded Evidence, Exh. 1(C),  
13 a church. Armstrong's deposition taken  
14 in the case of Scientology v.  
15 Joseph Yanny, Los Angeles  
16 Superior Court No. BC 033035  
17 ("Yanny II") at 324:24 -  
18 325:1.

19  
20 10. Armstrong's church has a Evidence, Exh. 1(C),  
21 "belief," a "corollary" and Armstrong's deposition in  
22 the "obvious." Yanny II at 320:15.

23  
24 11. The belief of Armstrong's Evidence, Exh. 1(C),  
25 church is that when members of Armstrong's deposition in  
26 the church are together God is Yanny II, at 320:20 - 321:9.  
27 present; the corollary is that  
28 whatever is said or done when

1 members of the church are  
2 together is sacred; the  
3 obvious is that it has always  
4 been so, is now and forever  
5 will be.

6  
7 12. In March, 1992  
8 Armstrong's church had 30  
9 members.

Evidence, Exh. 1(C),  
Armstrong's deposition in  
Yanny II, at 318:13.

10  
11 13. In August, 1990, as a  
12 consequence of his prayer to  
13 God for guidance in his  
14 distress at the time of the  
15 military buildup in the Middle  
16 East following Iraq's  
17 conquering of Kuwait,  
18 Armstrong was told by Him to  
19 give away his worldly wealth.

Evidence, Exh. 1(D),  
Declaration of Armstrong, at ¶  
15, p.15:6 - 15:8, ¶ 24,  
p.29:13 - 29:22, ¶ 58, p.74:18  
- 74:23; Exh. 1(E),  
Armstrong's prayer to God and  
His answer; Exh. 1(F)  
Armstrong's deposition in  
Scientology v. Armstrong, Los  
Angeles Superior Court No. BC  
052395 ("Armstrong II"), at  
268:4 - 268:15; Exh. 1(G),  
Deposition of Michael Walton  
("Walton") in Armstrong II, at  
40:1 - 40:13; Exh. 1(H),  
Armstrong's deposition herein,  
at 74:9 - 75:17, 77:18 -24,  
78:17 - 79:9; Exh. 1(I),

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14. As a result of God's Answer, in August, 1990 Armstrong transferred his interest in the house ("Fawn house") he lived in to the co-owner Walton, released to Walton his control of funds allocated for the Fawn house, and forgave a debt owed him.

15. As a result of God's Answer, in August, 1990 Armstrong transferred to his friends Lorien Phippeny, Michael Douglas, Nancy Rodes, and Walton his stock in The Gerald Armstrong Corporation ("TGAC").

Walton's deposition herein, at 29:3 - 30:10.  
  
Evidence, Exh. 1(D), Declaration of Armstrong, at ¶ 30, p.39:22 - 40:16, ¶ 33, p.43:2; Exh. 1(F), Armstrong's deposition in Armstrong II, at 268:2 268:20 - 269:11; Exh. 1(G), Walton's deposition in Armstrong II, at 39:9 - 39:25, 40:22 - 41:16; Exh. 1(H), Armstrong's deposition herein, at 75:17 - 75:25, 79:18 - 82:25; Exh. 1(I), Walton's deposition herein, at 19:5 - 19:19, 27:2 - 28:2, 30:11 - 32:1.

Evidence, Exh. 1(D), Declaration of Armstrong, at ¶ 33, p.43:3 - 43:5; Exh. 1(H), Armstrong's deposition herein dated March 17, 1994, at 76:1 - 76:14, 84:23 - 85:2, 86:1 - 86:11, 90:12 - 90:18, 91:8 - 91:12.

1 16. As a result of God's  
2 Answer, in August, 1990  
3 Armstrong forgave all debts  
4 owed to him.

Evidence, Exh. 1(D),  
Declaration of Armstrong, at ¶  
33, p.43:6, ¶ 58, p. 74:19 -  
74:21; Exh. 1(H), Armstrong's  
deposition herein, at 25:20 -  
33:5, 39:16 - 40:14, 86:24 -  
87:19; Exh. 1(J), Letter from  
Armstrong to Andrew Armstrong;  
Exh. 1(K), Letter from  
Armstrong to Lorrie Eaton;  
Exh. 1(L), Letter from  
Armstrong to Jerry Solfvin;  
Exh. 1(M), Letter from  
Armstrong to Bruce, Tricia and  
Anne-Leigh (Dawson Family);  
Exh. 1(N), Letter from  
Armstrong to Michael and Kima  
Douglas ("Douglases"); Exh.  
1(O), Letter from Douglases to  
Armstrong; Exh. 1(P),  
Promissory Note from Douglases  
to Armstrong; Exh. 1(Q),  
Promissory Note from Douglases  
to Armstrong; Exh. 1(R),  
Promissory Note from Douglases  
to Armstrong; Exh. 1(S) Note  
from Douglases to Armstrong.



1 17. Armstrong's giving away  
2 of his worldly wealth comports  
3 with the words of Christ found  
4 in the Christian Bible.

Evidence, Exh. 1(D),  
Declaration of Armstrong, at ¶  
25, p. 30:1 - 32:9.

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1 18. Christ promises in the  
2 Bible "treasure in heaven" and  
3 "everlasting life" for the  
4 relinquishment of wordly  
5 wealth, the forsaking of  
6 houses.

Request for Judicial Notice,  
Gospel According to St.  
Matthew, Chapter 19, Exh. B,  
at verses 16 - 30.

7  
8 19. Armstrong's relinquishment  
9 of wordly wealth has led to  
10 his gaining of Christ's  
11 promises.

Evidence, Exh. 1(D),  
Declaration of Armstrong, at ¶  
15, p.16:2 - 16:10.

12  
13 20. The value of treasure in  
14 heaven and everlasting life is  
15 greater than the value of  
16 Armstrong's interest in the  
17 Fawn house, the Fawn house  
18 monies, TGAC stock, and all  
19 debts owed to him.

Evidence, Exh. 1(D),  
Declaration of Armstrong, at ¶  
15, p.16:2 - 16:10, ¶ 24,  
p.29:22 - 29:26, ¶ 25, p.30:5  
- 30:8, ¶ 28, p.38:15 - 38:21,  
¶ 30, p. 40:23 - 41:1.

20  
21 21. It was never Armstrong's  
22 intention to transfer his  
23 assets for the purpose of  
24 rendering himself "judgment  
25 proof" so as to avoid his  
26 legal responsibilities.

Evidence, Exh. 1(D),  
Declaration of Armstrong, at ¶  
15, p.13:22 - 13:23, 14:17 -  
15:10.

27  
28 22. Armstrong had no

Evidence, Exh. 1, Declaration

1 agreement, secret or  
2 otherwise, with any of the  
3 beneficiaries of his gifts of  
4 his assets or his forgiving of  
5 debts owed to him in August,  
6 1990 whereby any of said  
7 beneficiaries are holding such  
8 assets or amounts owed in  
9 trust for him, or otherwise  
10 have an intent to return such  
11 assets or amounts owed to him.

of Armstrong at ¶ 7, p. 6:22-  
27.

13 23. In August, 1990,  
14 Armstrong had no intent to  
15 violate the settlement  
16 contract and no intent to  
17 deprive Scientology of its  
18 ability to collect damages  
19 owed to it.

Evidence, Exh. 1, Declaration  
of Armstrong at ¶ 9, pp. 6:28-  
7:2.

21 24. In August, 1990,  
22 Armstrong had not engaged in  
23 any conduct that could  
24 possibly be construed as  
25 having violated the settlement  
26 contract, with the exception  
27 of requesting permission from  
28 the Court of Appeal to

Evidence, Exh. 1, Declaration  
of Armstrong at ¶ 10, p. 7:3-  
10; Exh. 1(T), Order of the  
Court of Appeal permitting  
Armstrong to respond

1 participate in the litigation  
2 of his own appeal, which  
3 paragraph 4 of the settlement  
4 contract prohibited him from  
5 doing. In support of his  
6 request for permission to so  
7 participate in his appeal he  
8 submitted the settlement  
9 contract under seal.

10

11 **ISSUE NO. 3: Scientology cannot overcome Armstrong's first**  
12 **affirmative defense based on the religious liberty clauses of the**  
13 **state and federal constitutions.**

14

15 25. Armstrong's First  
16 Affirmative Defense in his  
17 Verified Answer states:  
18 "Plaintiff is barred from  
19 bringing this action against  
20 Armstrong on the grounds that  
21 the complaint and the  
22 "agreement" on which it is  
23 based seek to attack, limit  
24 and deny Armstrong's right to  
25 freedom of religion guaranteed  
26 by the state and federal  
27 constitutions."

Request for Judicial Notice,  
Exh. C., Verified Answer of  
Gerald Armstrong at ¶47,  
p.9:10.

28

1 26. Plaintiff herein, Church  
2 of Scientology International  
3 ("CSI") is a non-profit  
4 religious corporation.

5  
6 27. CSI's management policies  
7 and directives are  
8 "scripture."

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13 28. CSI's "scriptures" direct  
14 that its "scriptures" must be  
15 followed.

Request for Judicial Notice,  
Complaint, Exh. A at p. 3:14-  
18, ¶ 3.

Evidence, Exh. 1(U),  
Deposition herein of Lynn  
Farny ("Farny"), Secretary and  
representative of CSI, at  
144:17-145:5, 146:6-13, 147:10  
-14, 148:6.

Evidence, Exh. 1(U),  
Deposition of Farny at 147:10-  
24; 208:9-209:17; 211:4-  
212:15; 213:11-214:8; 224:8-  
225:12; Exh. 1(V) Hubbard  
Communications Policy Letter  
"Verbal Tech: Penalties;" Exh.  
1(W) Hubbard Communications  
Policy Letter "Policy: Source  
Of;" Exh. 1(X) Hubbard  
Communications Policy Letter  
"Seniority of Orders;" Exh.  
1(Y) Hubbard Communications  
Policy Letter "Policy and  
Orders"

1 29. In CSI's "scriptures,"  
2 "Suppressive Persons" or  
3 "Suppressive Groups" are  
4 defined as follows: "A  
5 SUPPRESSIVE PERSON or GROUP is  
6 one that actively seeks to  
7 suppress or damage  
8 Scientology or a Scientologist  
9 by suppressive acts."

10

11 30. CSI declared Armstrong a  
12 "Suppressive Person" in 1982  
13 and has considered him a  
14 "Suppressive Person" ever  
15 since.

16

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21

22 31. In CSI's "scriptures,"  
23 "Squirrels" are people with  
24 the "ecclesiastical" status of  
25 engaging in actions "that were  
26 destructive and aimed at the  
27 enslavement rather than the  
28 freedom of man."

Evidence, Exh. 1(T),  
Deposition of Farny at 244:1-  
5, 251:12-252:7; Exh. 1(Z)  
Hubbard Communications Policy  
Letter "Suppressive Acts -  
Suppression of Scientology and  
Scientologists."

Evidence, Exh. 1(T),  
Deposition of Farny at 250:24-  
251:7; Exh. 1(AA), Flag  
Conditions Order 6664; Exh.  
1(BB), Flag Conditions Order  
6664R; Exh. 1(CC) Flag  
Executive Directive 2830RB  
"Suppressive Persons and  
Suppressive Groups List," at  
p. 4, column 3.

Evidence, Exh. 1(T),  
Deposition of Farny at 301:11-  
302:1.

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32. CSI has considered  
Armstrong a "Squirrel" since  
1984.

Evidence, Exh. 1(T),  
Deposition of Farny at 300:21-  
301:3, 302:2-302:22; Exh.  
1(DD), Office of Special  
Affairs International  
Executive Directive No. 19  
"Squirrels."

33. Included in the  
"scriptures" of CSI is the  
concept of "Fair Game."

Evidence, Exh. 1, Declaration  
of Armstrong at ¶ 11, p. \*;  
Exh. 1(EE), Hubbard  
Communications Policy Letter  
"Penalties for Lower  
Conditions."

34. The Fair Game policy in  
CSI's "scriptures" states:  
"ENEMY - SP (Suppressive  
Person) Order. Fair Game. May  
be deprived of property or  
injured by any means by any  
Scientologist without any  
discipline of the  
Scientologists. May be  
tricked, sued or lied to or  
destroyed."

Evidence, Exh. 1(EE), Hubbard  
Communications Policy Letter  
"Penalties for Lower  
Conditions."

1 35. Included in CSI's  
2 "scriptures" is a policy by  
3 Hubbard which purports to  
4 cancel "Fair Game."  
5  
6

Evidence, Exh. 1, Declaration  
of Armstrong at ¶ \*, Exh.  
1(F), Hubbard Communications  
Policy Letter "Cancellation of  
Fair Game."

7 36. The "cancellation" of  
8 Fair Game is of the name only,  
9 and does not affect the way  
10 SPs are to be treated.  
11

Evidence, Exh. 1, Declaration  
of Armstrong at ¶\*\*\*\*\*

12 37. Fair Game has been  
13 judicially recognized as a  
14 practice of Scientology since  
15 1976, and as Scientology's  
16 practice toward Armstrong from  
17 1984 through 1991.  
18

Request for Judicial Notice,  
opinion Allard v. Church of  
Scientology, (1976) 58 C.A.3d  
439, 129 Cal.Rptr.797, Exh. D  
at 443; Wollersheim v. Church  
of Scientology, (1989) 212  
Cal.App.3d 872, 260  
Cal.Rptr.331, Exh. E, at 335,  
336, 341, 342, 345, 346, 347.

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22 38. Fair Game has been  
23 judicially recognized as a  
24 practice of Scientology toward  
25 Armstrong from 1984 through  
26 1991.  
27

Request for Judicial Notice,  
Memorandum of Intended  
Decision filed June 22, 1984  
in Church of Scientology v.  
Gerald Armstrong, Los Angeles  
Superior Court No. C 420153,  
Exh. F at 8:18-21, Appendix at

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13:15-22; opinion Church of  
Scientology v. Gerald  
Armstrong (1991) 232  
Cal.App.3d 1060, 283  
Cal.Rptr.917, Exh. G at 920.

39. In CSI's "scriptures,"  
"Black Propaganda" is defined  
as follows:

"The world is full of  
madmen.

The basic characteristic  
of extreme madness is perpetual  
attack, attacks on anything,  
attacks on persons or things  
which contain no menace.

Extreme, not petty, crime  
is at the root of such an  
impulse.

The attacker has an evil  
purpose in life. He is a  
thing of death, not life. And  
his harvest is a death  
harvest.

Such a person feels he  
cannot be safe unless  
everything else is dead.

Evidence, Exh. 1(T),  
Deposition of Farny at 448:10-  
24; Hubbard Communications  
Policy Letter "How to Handle  
Black Propaganda - Rumors and  
Whispering Campaigns," Exh.  
1(GG); Hubbard Communications  
Policy Letter "Black PR," Exh.  
1(HH).

1 His evil purpose takes  
2 many forms and expressions.  
3 The end product is the same-  
4 death. ... Where an attacker  
5 lacks the physical means of  
6 destroying others and where  
7 his own purpose would fail if  
8 disclosed, the attacks become  
9 covert.

10 He uses word of mouth,  
11 press media, any communication  
12 channel to spit his venom. He  
13 hides himself as the source,  
14 he makes the verbal attack  
15 seem logical or real or  
16 proven.

17 He counts on the  
18 utterances being picked up or  
19 distorted and passed on by the  
20 more base people in the  
21 society.

22 This is Black Propaganda.  
23 It is intended to reduce a  
24 real or imagined enemy, hurt  
25 his income and deny him  
26 friends and support....

27 Black Propaganda is  
28 essentially a fabric of lies.

1 40. According to CSI,  
2 Armstrong has engaged in  
3 "Black Propaganda" against  
4 Scientology.

Evidence, Exh. 1(T), Deposition  
of Farny at 448:25-449:5

5  
6 41. According to CSI,  
7 Armstrong has engaged in  
8 "Black Propaganda" against  
9 Scientology when he testified  
10 in deposition pursuant to  
11 subpoena.

Evidence, Exh. 1(T),  
Deposition of Farny at 449:13-  
450:8.

12  
13  
14 42. According to CSI,  
15 Armstrong's testimony in  
16 litigation is "made up"  
17 "schtick," his "declarations  
18 are phony and .... contain  
19 lies," and he lied in  
20 testimony about Scientology  
21 and its founder.

Evidence, Exh. 1(T),  
Deposition of Farny at 334:20-  
335:15, 385:24-386:5

22  
23 43. Included in the  
24 "scriptures" of CSI is an  
25 article by Hubbard entitled  
26 "Dissemination of Material"  
27 which is published in a  
28 booklet entitled "Magazine

Evidence, Exh. 1, Declaration  
of Armstrong at ¶ \*; article  
"Dissemination of Material"  
from "Magazine Article on  
Level 0 Checksheet," Exh.  
1(II).

1 Article on Level 0  
2 Checksheet."

3

4 44. In "Dissemination of  
5 Materials" Hubbard directs his  
6 organization personnel as  
7 follows:

Article "Dissemination of  
Material," Exh. 1(II) at  
pp.54, 55.

8 "The DEFENSE of anything  
9 in UNTENABLE. The only way to  
10 defend anything is to ATTACK,  
11 and if you ever forget that,  
12 then you will lose every  
13 battle you are ever engaged  
14 in, whether it is in terms of  
15 personal conversation, public  
16 debate, or a court of law.  
17 NEVER BE INTERESTED IN  
18 CHARGES. DO, yourself, much  
19 MORE CHARGING and you will  
20 WIN. And the public, seeing  
21 that you won, will then have a  
22 communication line to the  
23 effect that Scientologists  
24 WIN. Don't ever let them have  
25 any other thought than that  
26 Scientology takes all its  
27 objectives."

28 .....

1 "The law can be used very  
2 easily to harass, and enough  
3 harassment on somebody who is  
4 simply on the thin edge  
5 anyway, well knowing that he  
6 is not authorized, will  
7 generally be sufficient to  
8 cause his professional  
9 decease. If possible, of  
10 course, ruin him utterly."

11

12 45. CSI has between 25 and 40  
13 personnel in its "Legal  
14 Bureau."

Evidence, Exh. 1(T),  
Deposition of Farny at 7:16-  
9:8, 179:12-16.

15

16 46. CSI considers the  
17 personnel in its Legal Bureau  
18 are performing "eccliastical"  
19 duties.

Evidence, Exh. 1(T),  
Deposition of Farny at 141:3-  
142:22, 182:7- 21, 183:19-  
184:23

20

21 47. The "ecclesiastical"  
22 duties in CSI's Legal Bureau  
23 include dealing with all the  
24 litigation involving  
25 Armstrong.

Evidence, Exh. 1(T),  
Deposition of Farny at 245:20-  
23, 261:16-25.

26

27 48. Testifying falsely or  
28 giving data against

Evidence, Exh. 1(T),  
Deposition of Farny at 256:9-

1 Scientology falsely or in 17.  
2 generalities or without  
3 personal knowledge of the  
4 matters to which one testifies  
5 is considered a "suppressive  
6 act" in Scientology.

7  
8 49. Public statements against Evidence, Exh. 1(T),  
9 Scientology or Scientologists Deposition of Farny at 261:4-  
10 but not to Committees of 11.  
11 Evidence duly convened are  
12 considered "suppressive acts"  
13 in Scientology.

14  
15 50. Testifying falsely or Evidence, Exh. 1(T),  
16 giving data against Deposition of Farny at 261:16-  
17 Scientology falsely or in 25.  
18 generalities or without  
19 personal knowledge of the  
20 matters to which one  
21 testifies, and public  
22 statements against Scientology  
23 or Scientologists but not to  
24 Committees of Evidence duly  
25 convened are considered by CSI  
26 to be the "exclusive purview  
27 of the eccliastical authority  
28 to adjudicate.

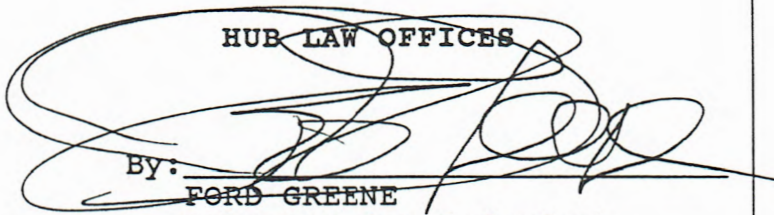
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51. CSI seeks in its litigation against Armstrong to prevent him from testifying against Scientology, and from making public statements against Scientology or Scientologists, and seeks to have the Courts punish him for so doing.

Request for Judicial Notice,  
Verified Second Amended  
Complaint in Armstrong II,  
Exh. H

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DATED: August 12, 1994

HUB LAW OFFICES  
  
By: FORD GREENE  
Attorney for Defendant